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9 *Attorneys for Plaintiff The Bank of New York Mellon fka The Bank of New York, as trustee for*
10 *the Certificateholders of CWABS Inc., Asset-Backed Certificates, Series 2007-10*

11 **UNITED STATES DISTRICT COURT**
12 **FOR THE DISTRICT OF NEVADA**

13 THE BANK OF NEW YORK MELLON FKA
14 THE BANK OF NEW YORK, AS TRUSTEE
15 FOR THE CERTIFICATEHOLDERS OF
16 CWABS INC., ASSET-BACKED
17 CERTIFICATES, SERIES 2007-10, a national
18 bank,

19 Plaintiff,

20 vs.

21 MONACO LANDSCAPE MAINTENANCE
22 ASSOCIATION, INC., a Nevada corporation;
23 SATICOY BAY LLC, SERIES 8326
24 STERLING HARBOR, a Nevada limited
25 liability company,

26 Defendants.

27 SATICOY BAY LLC, SERIES 8326
28 STERLING HARBOR,

Counterclaimant,

vs.

THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK, AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF
CWABS INC., ASSET-BACKED
CERTIFICATES, SERIES 2007-10,

Counterdefendant.

CASE NO.: 2:17-CV-02061-JAD-CWH

**STIPULATION AND ORDER TO
DISMISS DEFENDANT MONACO
LANDSCAPE MAINTENANCE
ASSOCIATION, INC.**

ECF No. 35

Pursuant to Federal Rule of Civil Procedure 41(a), Plaintiff The Bank of New York Mellon fka The Bank of New York, as trustee for the Certificateholders of CWABS Inc., Asset-Backed Certificates, Series 2007-10 (hereinafter “BNYM”) and Defendant Monaco Landscape Maintenance Association, Inc. (hereinafter “MONACO”), (collectively, the “Parties”), by and through their respective counsel of record, hereby stipulate as follows:

1. On July 28, 2017, Plaintiff BNYM filed its Complaint in this action naming MONACO and other parties as defendants related to a homeowners association foreclosure sale of real property located at 8326 Sterling Harbor Court, Las Vegas, Nevada 89117; APN 163-09-313-035 (hereinafter “Property”).
2. The Parties hereby agree that BNYM’s claims against MONACO shall be dismissed with prejudice, and BNYM and MONACO shall each bear its own costs and fees related to this litigation.
3. MONACO asserts that it does not have a current ownership interest in title to the Property.
4. MONACO specifically reserves its ongoing rights under Nevada law, including NRS Chapter 116, and the governing documents, including the Covenants, Conditions and Restrictions (“CC&Rs”).

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5. This dismissal does not affect any rights, claims or defenses of BNYM or MONACO with respect to any other party related to the foreclosure sale of the Property.

IT IS SO STIPULATED.

DATED this 8th day of February, 2019.

ZIEVE, BRODNAX & STEELE, LLP

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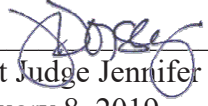
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Attorneys for *Monaco Landscape Maintenance Association, Inc.*

ORDER

Based on the stipulation between plaintiff and defendant Monaco Landscape Maintenance Association [ECF No. 35], which I construe as a joint motion under LR 7-1(c) because it was signed by fewer than all parties, and with good cause appearing, IT IS HEREBY ORDERED that **the claims against Monaco Landscape Maintenance Association, Inc. are DISMISSED with prejudice**, each party to bear its own fees and costs.



U.S. District Judge Jennifer A. Dorsey
Dated: February 8, 2019